Ct. Sup. Ct. U. S

SUPREME COURT OF THE UNITED STATES.

No. ~~280~~. 205. 91.

THE UNITED STATES, AND JOSEPH E. DE HAVEN, COMMANDER OF THE SHIP-OF-WAR CALHOUN, AND OTHERS, CAPTORS, LIB'TS AND APP'TS,

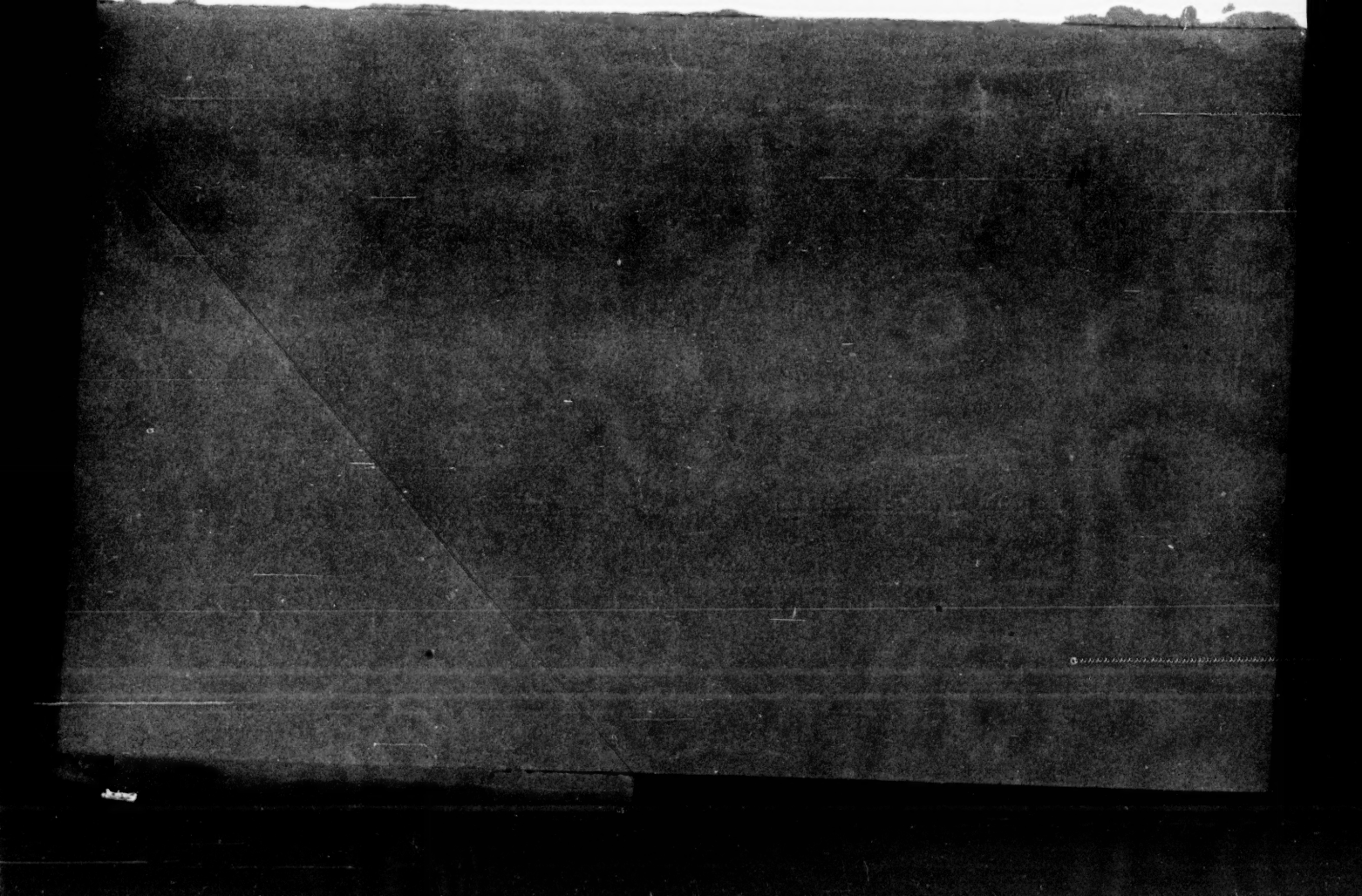
vs.

DAVID G. COOKE, CLAIMANT OF THE SCHOONER VENICE, HER TACKLE, APPAREL, FURNITURE, AND CARGO.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF FLORIDA.

GOVERNMENT PRINTING OFFICE.

Affs Feb 27



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District court of the United States, southern district of Florida.

THE UNITED STATES
vs.
THE SCHOONER VENICE and CARGO; David G. Cooke, claimant. } Prize.

Be it remembered that on the sixteenth day of June, in the year of our Lord one thousand eight hundred and sixty-two, Thomas J. Boynton, esquire, attorney for the United States for said district, filed in the office of the clerk of said court his libel of information against the schooner Venice, her tackle, apparel, furniture, and cargo, in a cause of prize, in the words and figures following, to wit:

In the district court of the United States for the southern district of Florida.—In admiralty.

THE UNITED STATES
vs.
THE VENICE and CARGO. } Prize.

To the honorable William Marvin, judge of said court:

2 The libel of Thomas J. Boynton, attorney of the United States for the southern district of Florida, who libels for the United States and all others in interest against the ship or vessel called the Venice, her tackle, apparel, furniture, and cargo, in a cause of prize, alleges: That pursuant to instructions from the President of the United States, Joseph E. D. Haven, of the United States navy, in and with the United States ship-of-war the Calhoun, her officers and crew, did, on the fifteenth day of May, in the year of our Lord one thousand eight hundred and sixty-two, subdue, seize, and capture as prize of war the said ship or vessel called the Venice, with a valuable cargo on board of the same; and that said vessel the Venice, and her tackle, apparel, furniture, and cargo, have been brought into the port and harbor of Key West, in the State of Florida, where the same now are, within the jurisdiction of this court, and that the same are lawful prize of war, and subject to condemnation and forfeiture as such.

Wherefore the said attorney prays that all persons having or claiming any interest in said vessel or cargo, may be duly notified of the allegations and prayer of this libel, and cited to appear and
3 claim the same; that the nature, amount, and value of said cargo may be determined; and that on due and proper proofs being taken and heard, and all due proceedings being had, the said vessel called the Venice, together with her tackle, apparel, furniture, and cargo, may, on the final hearing of this cause, by the definitive

sentence and decree of this court, be condemned and forfeited and sold, and the proceeds distributed according to law.

THOS. J. BOYNTON,
U. S. Att'y, S. D. of Fla.

Whereupon the following order was made and entered in this cause, to wit:

AT CHAMBERS, *June 19th*, 1862.

Ordered that an attachment and a monition issue, returnable June 19th, 1862.

WM. MARVIN, *Judge.*

Whereupon, pursuant to the foregoing order of court, an attachment was issued to the marshal for said district, directing him to attach, seize, and take into his custody the said schooner Venice, her tackle, apparel, furniture, and cargo, to abide the further order of this court; which attachment was afterwards by him returned duly executed, and with the return thereon endorsed is on file in the clerk's office.

4 Also, on the same day, pursuant to said order, monition was issued to the said marshal, directing him to cite and admonish all persons whomsoever, having or pretending to have any right, title, claim, or interest in or to the said vessel the Venice, her tackle, apparel, furniture, and cargo, to appear at an admiralty session of said court, to be held at the court-rooms of said court, at Key West, in said district, on Thursday, the nineteenth day of June, A. D. 1862, at ten o'clock in the forenoon of that day, to show cause, if any they have, why forfeiture should not be decreed according to the prayer of said libellant; which monition, with the return thereon endorsed, is on file in the clerk's office.

Afterwards, to wit, on the twenty-third day of June, in said year, David G. Cooke, by his attorney in fact, filed in the office of the clerk of the said court his claim to said vessel and cargo, in the words and figures following, to wit:

District court of the United States for the southern district of Florida.

UNITED STATES, JOSERH E. D. HAVEN comd'g the U. S. ship-of-war Calhoun, *et al.*, captors,
vs.
THE SCHOONER VENICE AND CARGO.
} Question of prize or no prize.

5 Now comes into the court now here, David G. Cooke, and saith that he is a lawful subject of the Queen of England, residing in the city of New Orleans, in the State of Louisiana; that at the time of the capture of the schooner Venice, now held in the jurisdiction of this court for adjudication as an alleged prize of war, he was, and still is, the true, actual, exclusive, and *bona fide* owner of the said schooner, her tackle, apparel, furniture, and cargo, and that

no other person or persons possess any right, title, or interest in or to the same, or any part thereof. And he further saith that he denies that the said schooner Venice, her tackle, apparel, furniture, and cargo, are a lawful prize of war; and he specially denies that the same was subdued, and captured, and overcome, and taken upon the high seas, as alleged and set forth in the captor's libel exhibited and filed in this court.

Now, therefore, the said David G. Cooke claims the said schooner Venice, her tackle, apparel, furniture, and cargo, as his own absolute and exclusive property, and asks that the same may be restored to him; and further, that the court award to him such damages as shall appear to have accrued to him by reason of the illegal seizure and detention of said schooner and cargo, and such other and further relief as to the court may seem meet and just, &c.

D. G. COOKE, *Claimant.*

6 SOUTHERN DISTRICT OF FLORIDA:

David G. Cooke, being first duly sworn, deposeth and saith, that he knows the matters and allegations contained and set forth in the foregoing claim; that the same are true as therein set forth; that his means of knowledge of the truth thereof is his absolute ownership of all the property therein claimed. And further, deponent saith, that the circumstances under which this deponent became possessed of the said property, and the reason said schooner and cargo were in the condition and situation in which they were captured, are the following: That this deponent is a citizen of Great Britain; (a certificate of such citizenship, duly signed and attested by the British consul at New Orleans, is hereto attached and made a part hereof;) that this deponent has lived in the city of New Orleans nearly all the time during the last ten years; that most of said period he has been in the employ of Messrs. Buchanan, Carrol & Co., one of the largest commission houses in the city of New Orleans, in the capacity of clerk and cashier; that he has had no permanent residence in said city, but remained there upon account of his said situation in said commission house, and the facilities that his situation gave him for properly investing capital which the deponent possessed, amounting to several thousand dollars; that he continued in the employ of

7 said firm until the month of June, 1861, when, upon account of the war blockade and general cessation of business, the house of Buchanan, Carrol & Co. suspended business and closed up their affairs; that while this deponent was still in the employ of said firm, he realized large profits from discounting mercantile paper; that from the manner in which business was done in New Orleans, the commission merchants accept the bills of the planters and others drawn on them, at one year from date; that these acceptances are put into market by the holders and sold at the highest rates possible, the drawer thereby realizing the money upon the paper before maturity, and securing the acceptance by the consignment of his other growing crop of produce, which the commission merchant receives and sells before his acceptance is due; that in the

spring of 1861, there being great political disturbances in the country, and danger of war, money was very tight and scarce in New Orleans, and the amount of paper in the market large; that the deponent, being possessed of money, as aforesaid, deemed the purchase of said acceptances a profitable investment for his money, and his situation in said commission house as employee enabling him to determine with accuracy what paper and acceptances were good, this deponent did, in the month of March, 1861, invest all his money, amounting to about the sum of seventeen thousand dollars, in said class of acceptances, discounting them for the drawers and holding them himself until maturity; that said bills were drawn, as usual, at one
8 year, and all fell due between the first and fifteenth day of March, 1862; that said acceptances were all made by solvent houses in New Orleans; that some of them were the acceptances of Buchanan, Carrol & Co.; that at the time of the purchase of said acceptances, to wit, March, 1861, the banks of New Orleans were paying gold, and that this deponent discounted said bills, paying their owners in gold or its equivalent; that shortly after that time, and before the maturity of said bills, the banks in New Orleans, and in all the southern States, suspended specie payment, and that soon afterwards, likewise long before the maturity of said bills, an act of law was passed and put in force by the so-called southern confederacy, by which all persons were compelled to receive as legal tender in payment of debts the paper money or bills emitted or issued by the so-called southern confederacy; that when said bills became due, to wit, in March, 1862, this deponent was in the situation of having paid for said bills in gold or its equivalent, and compelled to receive payment of said bills in the depreciated and uncertain currency of the so-called southern confederacy, which was the money used by all the banks, they having called in their own bills; that at the maturity of said bills they were all paid to this deponent in said southern confederacy money, or bills, which this deponent was compelled to receive by the law then enforced in New Orleans and the southern States; that at the time of the receipt of said money by the deponent in payment of said bills aforesaid, to wit, in March, 1862,
9 the city of New Orleans was in a state of blockade, and menaced with an attack by the land and naval forces of the United States, and the value of the southern confederacy money was fluctuating and uncertain, and liable at any hour to become entirely worthless to the holders; and this deponent seeing that he was in immediate danger of the entire loss of all he possessed in the world, with a view to rescue the same, determined, with the advice of his friends, to invest said money in some of the staple products of the country, and let it remain in that condition until the southern ports should be open to the world again, and he could realize the gold therefor; that this deponent first contemplated the purchase of sugar in the city of New Orleans, but that he was advised not to do so, as there was danger of loss thereof in the attack and impending bombardment of the city, then threatened, wherefore he determined to purchase cotton in the interior, and allow it to remain in the interior,

away from the seaboard; until the war should be over, and the same could be shipped and sold for gold or its equivalent; that, accordingly, on or about the first day of April, 1862, this deponent went, for this especial purpose, to Chrystal Springs, in the State of Mississippi, and purchased of T. Berkson & Co., of that place, two hundred and five bales of cotton, for which this deponent paid the sum of $7,600, or thereabouts, as appears by the bill of sale of said cotton taken from the deponent at the time of the capture of the said schooner Venice, and now in the possession of this court, if not wrongfully suppressed or destroyed by the captors; that the said village of Chrystal Station is upon what is termed the Jackson
10 railroad, and is distant from New Orleans about 200 miles; that this deponent placed said cotton in store at said Chrystal Station, intending to leave it there until the war should be over or the ports open again, where this deponent believed said cotton to be safe from lawless destruction, and this deponent returned to New Orleans. A few days after this deponent had so purchased and stored this cotton as aforesaid, the governor of the State of Mississippi issued a peremptory proclamation requiring all cotton in store at or being near the river landings or railroads in the State of Mississippi to be immediately removed fifteen or twenty miles into the interior, away from the rivers and railroads, or that the same would be destroyed by the State or military authorities of Mississippi; that this deponent received notice of this proclamation from the parties who held said cotton in store for him at Chrystal Station. The position of the contending armies of the United States and those of Generals Johnson and Beauregard then being in the northern border of the State of Mississippi, and there being a violent state of excitement existing in the State at the time, rendered it both unsafe and expensive to remove said cotton into the interior, and gave this deponent no security that it would not be destroyed as the armies advanced, even if so removed into the interior. For these reasons, this deponent
11 was compelled to adopt the only expedient left, of shipping it to New Orleans to prevent its destruction in Mississippi, although he incurred the risk of its being destroyed in the impending attack upon New Orleans; that when said cotton reached New Orleans, which was about the 7th day of April, 1862, this deponent received notice from the military authorities in the city, that the said cotton belonging to this deponent must be immediately removed from the city or reported to General Lovell, then commanding in the city, and prepared for complete destruction in case the city should be captured; that this deponent's only means of preserving said cotton from destruction was to purchase a vessel of sufficient capacity to store said cotton in, to place the cotton in said vessel, and to move it out into Lake Ponchartrain back of the city out of danger of burning, in case of the capture of the city; that this deponent, to carry out this plan, purchased from her former owners the said schooner Venice, then lying in the basin of the Ponchartrain canal, where she had been lying during the entire war; that he purchased said schooner from her former owner, whose name appears in the bill

of sale of said sch'r, now in the possession of this court, for the sum of six thousand dollars, which sum this deponent paid in the current funds of the city; that said vessel, like all others lying in the port of New Orleans and American built, had been compelled to take out a confederate register, or be confiscated by the laws then enforced; that this deponent found that the said schooner had such a register, which he did not want, and he applied to the English consul at New Orleans, who informed him that as the port of New Orleans
12 was blockaded, said counsel could not grant him an English register, but that it did not interfere with his power to own said vessel and to hold it in his possession until he could obtain a register, which would be granted him as soon as the blockade was off, whereupon, by the advice of said consul, this deponent took a bill of sale of said schooner, executed before Edward Barnett, a notary public in the city of New Orleans; that after the execution thereof the said notary and the parties to said bill of sale appeared before said English consul, who attached his certificate to the same, which said bill of sale and certificate were forcibly taken from this deponent by persons claiming to be officers of the United States; and if not wrongfully suppressed or destroyed, are now in possession of this court, to which, for further particulars in this behalf, this deponent refereth the court.

And this deponent saith, that supposing said confederate register of said vessel was a useless paper after said bill of sale, he intended to destroy the same: but that he was informed by said English consul that it must be preserved and deposited with him when he granted this deponent an English register for said vessel, as contemplated, and that this deponent preserved it as a necessary paper, and that for this reason, and no other, was said register in the possession of this deponent and on board said schooner when she was taken; that having made such repairs on said schooner as was necessary to enable him to store the cotton on board, he,
13 on the 12th day of April, 1862, commenced removing said 205 bales of cotton from the cotton press where it was in store, and stowing it on board the sch'r; that he completed stowing said cotton in said vessel as soon as possible; that when said cotton was stowed on board said vessel the stevedores employed informed this deponent that said vessel would hold twenty bales more, whereupon, desirous to fill said vessel, he purchased from Mr. Murdock, a commission merchant in the city of New Orleans, twenty bales, who executed a bill of sale, which bill of sale was also taken from this deponent by said United States officers, and should now be in the possession of this court, if not wrongfully destroyed or suppressed. And he further saith, said vessel was loaded and towed out into Lake Ponchartrain on the 17th day of April, 1862, and that he took said vessel up to the head of said lake and anchored her in about eight feet of water; that she lay there with only such change of position as was necessary for her to obtain a new supply of fresh water for those in charge until she was taken by the Calhoun, on the 14th day of May, 1862; that a few days after said vessel was removed from the city, as afore-

said, five or six days, as this deponent believes, the city was taken by the forces of the United States, and the cotton remaining in the city was burned, as was threatened. And he saith, said schooner Venice, being wholly unfit for sea, as soon as the city was taken this deponent commenced putting said vessel in repair, expecting the federals would soon open the port; that he immediately applied to the
14 English consul for his register, and was told that the same would be issued as soon as the United States authorities declared the port open; that the English consul applied to General Butler to know when vessels would be allowed to leave the port lawfully. The general informed the consul that he had no instructions, but assured him that it would be but a short time, believing which, this deponent hurried up the repairs on said vessel with intent to leave said port as soon as he lawfully could obtain a clearance from the United States authorities; that while doing this, himself and employees were allowed to pass and repass the federal outposts and sentries in the city, on their way to and from said vessel, with their consent and without molestation. And that until he was taken out of said schr. and said schooner violently taken from him, on the 14 day of May, 1862, he had reason to believe, and did believe, that the property of neutrals was exempt from seizure, when, by proclamation, the property of *citizens* of New Orleans was declared exempt from molestation and seizure. That at the time of the capture of said schooner, her cargo consisted of the identical cotton referred to in this affidavit and said bills of sale, and no other, and that all of it belonged to this deponent absolutely and to no other person
15 or persons; that said schooner, at the time of her capture, was on no voyage, had cleared for no voyage, was unfit for sea, could not obtain her register, and intended to make no voyage until she could be legally cleared with a United States clearance. She has never broken any blockade, and while owned by this deponent never would have attempted to break any blockade. And this deponent solemnly swears that he never even had it in contemplation to attempt to run any blockade, but that he was using the only means in his power to prevent his private property from being destroyed by the contending factions of the civil war then raging round him.

And this deponent further saith, that during the time aforesaid this deponent's residence was in the city of New Orleans and not on board said vessel, and that he was only on board said vessel at such times as he came out from the city to look after the condition of said schooner and cargo; that said vessel was in charge of James Hibbs, who had been ship-keeper on said vessel during the time she was laid up in the Ponchartrain canal, as aforesaid. And he further saith, that he happened to be on board said vessel when she was captured; and he further saith, that all the papers relating to said cotton, and the bills of sale of said sch'r from Joseph Hoy, the former owner of the said schr. Venice, and the certificates and other papers relating thereto, were all forcibly taken from this deponent by the officers of
16 said steamer Calhoun, and that the same have never been surrendered to him, and that it is not in his power to present them to

the court, but that this deponent is informed that unless the same have been illegally suppressed or destroyed, they are within the control and custody of this court, and that to said papers this deponent refers, and saith that each and all said instruments and papers are genuine and what they purport to be; and that this deponent does not, neither has he at any time held said sch'r or cargo either, or any part thereof, for any other person or persons whatsoever.

And this deponent further saith, that at the time of the capture of the said schooner Venice, this deponent fully and fairly stated to Commander De Haven, commanding said steamer Calhoun, all the matters relating to said schooner and cargo, as stated in this affidavit, and further offered to take the said officer to the city of New Orleans, but a short distance from said schooner, and fully establish, to the satisfaction of the said De Haven, the truth of all the matters so stated; that although it involved but little trouble and loss of time the said De Haven peremptorily refused to go; that this deponent then offered said De Haven full and complete security for this deponent's return, and asked permission to go himself and bring the proofs referred to, but said De Haven, in an abrupt and uncivil man-
17 ner, refused this deponent even this, and informed this deponent that this deponent was his prisoner and under duress.

That in order to prevent the perpetration of a great wrong through the ignorance and wilfullness of the said De Haven, this deponent, by all means in his power, sought to be allowed to send to the city for the proof and for a copy of General Butler's proclamation, (a copy of which is hereto attached,) under which, had this deponent ever been a citizen of New Orleans, and not a neutral, he would have been protected from the illegal acts of the said De Haven; but even this the said De Haven refused, although this deponent was confined as a prisoner in the vicinity of New Orleans, at Fort Pike, for the full period of five days—a time more than ample for that purpose, and without discommoding any person but this deponent. And this deponent further saith, that if the said sch'r Venice and her cargo be taken from him, he loses all the property he possesses, including all the earnings of his life. And he further saith, that he hath not, at any times, borne arms against the United States, nor aided or assisted the enemies of the United States during the present rebellion. And this deponent further saith, that he purchased said sch'r Venice, and all negotiations connected therewith were completed on the 9th day of April, 1862; and he took possession of her on the said day, but that the bill of sale for said vessel, and other papers connected therewith, were not executed until some days after-
18 wards, this deponent believes on the 15th or 16 day of April, 1862; the precise day he is unable to state without reference to said bill of sale.

D. G. COOKE.

Sworn to before me this 23d day of June, 1862.

GEORGE D. ALLEN, *Clerk.*

HER BRITANNIC MAJESTY'S CONSULATE FOR THE STATE OF LOUISIANA.

Know all persons to whom these presents shall come, that I, William Mure, esq., her Britannic Majesty's consul for the city of New Orleans and State of Louisiana, do hereby certify that Mr. D. G. Cooke, whose signature is hereunto attached, is a native of Glasgow, Scotland, and subject of Great Britain, and is entitled to protection from all powers friendly to her Britannic Majesty.

Given under my hand and seal of office, at the city of New Orleans, in the State of Louisiana, the sixteenth day of April, one thousand eight hundred and sixty two.

By the consul.

GEORGE COPPELL,
H. B. M. Act. V. Consul.

19 *Proclamation of General Butler.*

HEADQUARTERS DEPARTMENT OF THE GULF,
New Orleans, May 1, 1862.

The city of New Orleans and its environs, with all its interior and exterior defences having surrendered to the combined naval and land forces of the United States, and being now in the occupation of the forces of the United States, who have come to restore order, maintain public tranquility, and enforce peace and quiet, under the laws and Constitution of the United States, the major general commanding hereby proclaims the object and purposes of the government of the United States in thus taking possession of New Orleans and the State of Louisiana, and the rules and regulations by which the laws of the United States will be for the present, and during the state of war, enforced and maintained for the plain guidance of all good citizens of the United States, as well as others who may have heretofore been in rebellion against their authority. Thrice before has the city of New Orleans been rescued from the hands of a foreign government, and still more calamitous domestic insurrection, by the money and arms of the United States. It has of late been under the control of the rebel forces, and at such time, in the judgment of the commanders of the military forces holding it, it has been found necessary to preserve order and maintain quiet by an administration of martial law. Even
20 during the interim from its evacuation by the rebel soldiers and its actual possession by the soldiers of the United States, the civil authorities have found it necessary to call for the intervention of an armed body, known as the European Legion, to preserve the public tranquility. The commanding general, therefore, will cause the city to be guarded, until the restoration of the United States authority, and his further orders, by martial law. All persons in arms against the United States are required to surrender themselves, with their arms, equipments, and munitions of war. The body known as the European Legion not being understood to be in arms against the United States, but organized to protect the lives and property of the citizens, are invited to still co-operate with the forces

of the United States to that end, and, so acting, will not be included in the terms of this order, but will report to these headquarters. All ensigns, flags, devices, tending to uphold any authority whatever, save the flags of the United States and those of foreign consulates, must not be exhibited, but suppressed. The American ensign—the emblem of the United States—must be treated with the utmost deference and respect by all persons, under pain of severe punishment. All persons well disposed towards the government of the United States, who shall renew the oath of allegiance, will receive a safeguard of protection to their persons and property from the
21 army of the United States, and the violation of such safeguard will be punishable with death. All persons still holding allegiance to the Confederate States will be deemed rebels against the government of the United States, and regarded and treated as enemies thereof. All foreigners not naturalized, and claiming allegiance to their respective governments, and not having made oath of allegiance to the government of the Confederate States, will be protected in their persons and property, as heretofore, under the laws of the United States. All persons who may have heretofore given adherence to the supposed government of the Confederate States, or been in their service, who shall lay down or deliver up their arms, return to peaceful occupations, and preserve quiet and order, holding no further correspondence, nor giving aid and comfort to enemies of the United States, will not be disturbed in their persons or property, except so far, under the orders of the commanding general, as the exigencies of the public service may render necessary. Keepers of all public property, whether State, national, or confederate, such as collections of art, libraries, and museums, as well as all public buildings, all munitions of war, and armed vessels, will at once make full returns thereof to these headquarters. All manufacturers of arms and munitions of war will report to these headquarters their kind and places of business. All the rights of property, of whatever kind, will be held inviolate, subject only to the laws of the United States. All the inhabitants are enjoined to pursue their usual
22 avocations. All shops and places of amusements are to be kept open in the accustomed manner, and services are to be held in the churches and religious houses as in times of profound peace. Keepers of all public houses and drinking saloons are to report their names and numbers to the office of the provost marshal, and they will then receive a license, and be held responsible for all disorders and disturbances arising in their respective places. Sufficient force will be kept in the city to preserve order and maintain the laws. The killing of American soldiers by any disorderly person or mob is simply assassination and murder, and not war, and will be so regarded and punished. The owner of any house in which such murder shall be committed will be held responsible therefor, and the house is liable to be destroyed by the military authority. All disorders, disturbances of the peace, and crimes of an aggravated nature, interfering with the forces or laws of the United States, will be referred to a military court for trial and punishment. Other misdemeanors will be

subject to the municipal authority, if it desires to act. Civil causes between party and party will be referred to the ordinary tribunals. The levy and collection of taxes, save those imposed by the laws of the United States, are suppressed, except those for keeping in repair and lighting the streets and for sanitary purposes; these are to be collected in the usual manner. The circulation of confederate bonds, evidences of debt, (except notes in the similitude of bank notes,) issued by the Confederate States, or scrip, or any trade in the same, is forbidden.

23 It has been represented to the commanding general by the civil authorities that these confederate notes, in the form of bank notes, in a great measure, are the only substitutes for money which the people have been allowed to have, and that great distress would ensue among the poorer classes if the circulation of such notes should be suppressed. Such circulation, therefore, will be permitted so long as any one will be inconsiderate enough to receive them until further orders. No publication of newspapers, pamphlets, or handbills giving accounts of the movements of the soldiers of the United States within this department, reflecting in any way to influence the public mind against the United States, will be permitted, and all articles on war news, editorial comments, or correspondence making comments upon the movements of the armies of the United States, must be submitted to the examination of an officer who will be detailed for that purpose from these headquarters. The transmission of all communications by telegraph will be under the charge of an officer from these headquarters.

The armies of the United States came here, not to destroy, but to restore order out of chaos, to uphold the government and the laws in the place of the "passage" of men. To this end, therefore, the efforts of all well disposed are invited, to have every species of disorder quelled; and if any soldier of the United States should so far forget his duty or his flag as to commit outrage upon any person or property, the commanding general requests his name to be instantly reported to the provost guard, so that he may be punished and

24 his wrongful act redressed. The municipal authority, so far as the police of the city and crimes are concerned, to extend as before indicated, is hereby suspended. All assemblages of persons in the streets, either by day or night, tend to disaster, and are forbidden. The various companies composing the fire department of New Orleans will be permitted to retain their organizations, and are to report to the provost marshal, so that they may be known and not interfered with in their duties. And, finally, it may be sufficient to add, without further enumeration, that all the requirements of martial law will be imposed so long as, in the judgment of the United States authorities, it may be necessary; and while it is desired by these authorities to exercise this government mildly, and after the usages of the past, it must not be supposed that it will not be rigorously and firmly administered as the occasion calls for it.

By command of Major General Butler.

GEO. B. STRONG,
A. A. G., Chief of Staff.

SOUTHERN DISTRICT OF FLORIDA, *ss:*

James Hibbs, being duly sworn, deposeth and saith, that for a long time he has been master of the schooner Venice while she was owned by her former owners.

That she formerly, and on her last voyage, had a United States register; that her last voyage was from New Orleans to Tampa
25 Bay and back to New Orleans, in the month of April, 1861, and that she arrived in New Orleans before the existence of any blockade of that port; that after discharging her cargo she was dismantled and laid up in the basin of the Ponchartrain canal, where she remained in charge of this deponent as ship-keeper until her purchase by the said David G. Cooke; that she was so laid up on account of the blockade; that after she was so laid up, and this deponent believes about the 1st of June, 1861, she was boarded by officers from the custom-house in New Orleans, and this deponent was compelled to surrender said schooner's United States register to said officers, which they kept, and gave him in place thereof, for said sch'r, a register purporting to be issued by the Confederate States of America; that said exchange of register was not a matter of volition, by a matter of compulsion, with the sch'r Venice, and all other American vessels blockaded in the port of New Orleans.

And this deponent further saith, that he knows the contents of the affidavit by the said David G. Cooke, sworn and subscribed to, and hereto attached; and that the same, as far as it relates to the purchase of the said sch'r, the price paid, the absolute and *bona fide* nature of the transaction, the purpose for which said schooner was bought, the cotton stored in her, and her subsequently being taken out into the lake, and the motive therefor, are true, as therein stated, of this deponent's own knowledge.

And that said sch'r Venice, at the time of her capture, was on no voyage, and had been on none since the blockade was laid;
26 that she has run no blockade; that she has attempted to run no blockade; that she was not fit for sea; that at no time since her purchase by the said Cooke has she been in a fit condition to go to sea; and that, of his own knowledge, it was not the intention of the said Cooke that the said sch'r should leave the port of New Orleans until she could obtain an English register and a lawful clearance from the federal authorities at New Orleans to leave without molestation.

JAMES HIBBS.

Sworn to before me this 23d day of June, 1862.

GEORGE D. ALLEN, *Clerk.*

To all to whom it may concern:

Be it known that I, the claimant named in the foregoing claim, have made, constituted, and appointed James R. Beckwith my attorney in fact, granting unto him full powers for me to appear in the district court of the United States for the southern district of Florida, and to take any and all such steps and proceedings, in accordance with the

rules of practice of said court as he shall or may deem necessary for the full prosecution, vindication, and establishment of my said claim in said court; and in case the judgment of said court be adverse to me, then to appeal from such decision to the Supreme Court
27 of the United States, hereby ratifying and confirming all my said attorney shall or may do by virtue of the premises.

D. G. COOKE.

Dated Key West, this 21st day of June, 1862.

Acknowledged before me this 23rd day of June, A. D. 1862.

GEORGE D. ALLEN, *Clerk.*

Afterwards, to wit, on the twenty-third day of said month, the following order was made and entered in this cause, to wit:

Ordered, that the testimoney taken in preparatorio before the prize commissioner be opened and published for the benefit of all parties concerned.

Afterwards, to wit, on Tuesday, the twenty-fourth day of said month, proclamation being duly made, when David G. Cooke, the said claimant, appearing by James R. Beckwith, esquire, his attorney in fact, and Thomas J. Boynton, esquire, attorney for the United States, appearing on behalf of the United States and captors; the parties being ready for trial, the court proceeded to hear this cause upon the allegations and pleadings, the depositions taken in preparatorio, and the papers, documents, and writings found on board
28 said vessel. Mr. Boynton argued on behalf of the United States and captors, and Mr. Beckwith for the claimant; the counsel having been fully heard, the premises were thereupon submitted to the court.

Afterwards, to wit, on Wednesday, the second day of July, in the said year, the court having fully considered the premises, pronounced its decree in this cause in open court, (the parties as aforesaid being present,) in the words and figures following, to wit:

THE UNITED STATES
vs.
THE SCHOONER VENICE AND CARGO. } Prize.

This schooner and cargo having been captured by the United States vessel the "Calhoun," De Haven commanding, while lying at anchor at the head of Lake Ponchartrain, in the vicinity of New Orleans, and within the military jurisdiction of Major General Butler, on the 14th day of May, 1862, fourteen or fifteen days after the occupation of said city and its adjacent territory by the federal troops, the said vessel and cargo having violated no blockade, nor was fitted out for any voyage contrary to law, and being now claimed by David G. Cook, an inhabitant of the said city, it is the opinion of this
29 court that the said vessel and cargo are not prize of war, and that the same ought to be restored to the claimant.

It is therefore ordered and decreed that the said vessel and cargo be restored by the marshal to David G. Cook, the claimant.

WM. MARVIN, *Judge.*

Whereupon, Thomas J. Boynton, esq., attorney for the United States, in open court, gives notice of an appeal from the foregoing decree, on behalf of the United States and captors, to the Supreme Court of the United States next to be holden at Washington on the first Monday of December next.

Thereupon, it is ordered that the said appeal be accordingly allowed.

Afterwards, to wit, the following stipulation was filed by the claimant in the office of the clerk of said court, to wit:

District court of the United States, southern district of Florida—In admiralty.

Whereas a libel was filed on the sixteenth day of June, in the year of our Lord one thousand eight hundred and sixty-two, by Thomas J. Boynton, esq'r, attorney of the United States for the southern district of Florida, on behalf of the said United States and all parties in interest, against a certain schooner called the Venice,
30 together with her tackle, apparel, furniture, and a cargo consisting of two hundred and twenty-five (225) bales of cotton; and whereas the same is now in the custody of the marshal, under process of attachment by said district court on the filing of said libel, and is of the value of thirty-five thousand nine hundred and sixty-two dollars and twenty-four cents, ($35,962 24,) as appears from two appraisements on file in said court appraising said vessel the Venice at the sum of one thousand dollars, ($1,000 00,) and said cargo of cotton at the sum of thirty-four thousand nine hundred and sixty-two dollars and twenty-four cents, ($34,962 24,) and David G. Cook having been and being the claimant of said libeled property, the said schooner Venice and cargo, and the parties hereto hereby agreeing and consenting that, in case of default or contumacy on the part of the claimant or his surety, execution may issue against their goods, chattels, land, and tenements:

Now, therefore, it is hereby stipulated, for the benefit of whom it may concern, that the stipulators undersigned, and each of them, is and are bound unto the United States of America in the sum of thirty-five thousand nine hundred and sixty-two dollars and twenty-four cents, conditioned that they shall at any time, upon the interlocutory or final order or decree of the said district court, or of
31 any appellate court to which the above-named suit may proceed, and, upon notice of such order or decree to said stipulators, or either of them, pay into court the full value aforesaid, and abide by and pay the money awarded by the decree rendered by this court or any appellate court to which this suit may proceed.

JAMES FILOR.
DAVID G. COOKE.

Taken, acknowledged, and approved before me this 22d day of July, 1862.

WM. MARVIN, *U. S. Judge.*

Afterwards, to wit, on the same day last aforesaid, the following order was made and entered in this cause, to wit:

THE UNITED STATES
vs.
THE VENICE AND CARGO,
Cooke claimant.

AT CHAMBERS, *July 22d*, 1862.

Stipulation having been given for the vessel and cargo in this case in the sum of thirty-five thousand nine hundred and sixty-two dollars and twenty-four cents, David G. Cooke and James Filor being stipulators, and said sum being the appraised value, it is ordered
32 and decreed that the marshal restore and deliver said vessel and cargo to the said Cooke, claimant, for and on account of whom it may concern.

WM. MARVIN, *U. S. Judge.*

33 On the hearing of this cause the following depositions, papers, and documents were read in evidence:

Deposition of David G. Cooke before George D. Allen, prize commissioner at Key West, Florida, June 10th, 1862, &c., &c.

1st interrogate. To the first interrogatory deponent answers, that he was born in Glasgow, Scotland. His last residence was in New Orleans, State of Louisiana; lived there ten years. He is a subject of Great Britain; he is not a citizen of the United States; is not married.

2nd interrogate. To the second interrogatory deponent answers, that he was present at the time of capture.

3rd interrogate. To the third interrogatory deponent answers, that she was captured on the night of the 14th of May, at the head of Lake Pontchartrain. She was taken to Ship island, thence to Key West; she had no commission or letters authorizing her to make prizes. The captors assigned that they had heard that she was going to run the blockade as the reason for the seizure.

4th interrogate. To the fourth interrogatory deponent answers, that she sailed under the British colors. She had a United States flag, which was her original flag.

5th interrogate. To the fifth interrogatory deponent answers, that no resistance was made to seizure—no guns fired. The United States armed steamer Calhoun made the capture; several small vessels were in sight at the time, lying at anchor around her. The Venice is a merchant vessel.

6th interrogate. To the sixth interrogatory deponent answers, that he did not see any commission of the Calhoun; she made the
34 capture alone. The Venice has not been condemned to his knowledge.

7th interrogate. To the seventh interrogatory deponent answers, that her name was the Venice; James Hibbs was master. He appointed

him to the command in New Orleans. He has known the vessel since the 9th day of April, 1862, and the master two years. He took possession of her in New Orleans the 12th of April. He, the deponent, delivered her to him. He has known the master in New Orleans the two last years; his family resides there; he don't know how long he has lived there; he was born in England; has become a citizen of the United States by naturalization.

8th interrogate. To the eighth interrogatory deponent answers, that she is one hundred and fourteen $\frac{7}{95}$ tons. She had six of the ship's company employed on the vessel, "all on board," at the time of the seizure. He don't know what countryman they are. All came on board on the 15th of April at New Orleans; were hired by himself.

9th interrogate. To the ninth interrogatory deponent answers, that he did not belong to the company of the vessel. He is sole owner of the vessel and cargo, consisting of two hundred and twenty-five bales of cotton. The vessel cost him six thousand dollars; the cargo cost him about eighty-six hundred dollars.

10th interrogate. To the tenth interrogatory deponent answers, that he has known said vessel since the 9th day of April; first saw her in New Orleans at that time; she had no guns. Eight men were on board of her at the *the* time of seizure. She is a United States built vessel;
her name is the Venice. He has known her by that name since
35 the 9th of April. He never heard of her having any other name.

11th interrogate. To the eleventh interrogatory deponent answers, that she was not bound for any port, not having cleared for any. She was not on any voyage. She had two hundred and twenty-five bales of cotton on board when she was seized, which was put on board in the month of April, 1862. She had no other goods but the cotton on board.

12th interrogate. To the twelfth interrogatory deponent answers, that she had a register from the custom-house at New Orleans She had no manifest of cargo on board. She was not on any voyage; she was awaiting the opening of the port of New Orleans. He don't know what cargoes she has heretofore carried. She had not cleared from any port since he owned her.

13th interrogate. To the thirteenth interrogatory deponent answers, that she had 225 bales of cotton on board when seized, which was put on board in April, 1862.

14th interrogate. To the fourteenth interrogatory deponent answers, that he was sole owner of the vessel and her cargo. He is a British subject by birth. He has lived in New Orleans; lived there ten years. Is a British subject.

15th interrogate. To the fifteenth interrogatory deponent answers, that he received a bill of sale for the vessel from Joseph Hoy, in April, 1862, at New Orleans. It was made before two witnesses at a notary public's office in New Orleans. No other engagement was made. The
bill of sale was taken by the boarding officer from the steamer
36 Calhoun. He don't know where the same is now.

16th interrogate. To the sixteenth interrogatory deponent

answers, that the cargo was put on board of the vessel at New Orleans in the month of April, 1862; he shipped the cargo, and was the owner; it not consigned to any one; there was no destination fixed for the vessel and cargo: the cargo consisted of 225 bales of cotton, and, if restored, did, does, and will belong to him, and no one else.

17th interrogate. To the seventeenth interrogatory deponent answers, that there were no bills of lading signed for the cargo on board.

18th interrogate. To the eighteenth interrogatory deponent answers, that he had the bill of sale for the vessel, and two invoices of, for two different purchases of cotton, which were on board; the last saw these papers in possession of Lt. Joseph E. De Haven, commanding the U. S. steamer Calhoun. He don't know where they are now.

19th interrogate. To the nineteenth interrogatory deponent answers, that she was in Lake Pontchartrain, near New Orleans, on the night of the 14th of May, 1862, where seized; there was no charter-party made for the vessel. New Orleans was occupied by Gen'l Butler at the time of seizure.

20th interrogate. To the twentieth interrogatory deponent answers, that there was a confederate register bill of sale, and two invoices for the two hundred and twenty-five bales of cotton on board. No log-book had been kept on board since he took possession of her, none being required; no papers were destroyed in any manner, or concealed.

37 21st interrogate. To the twenty-first interrogatory deponent answers, that New Orleans was occupied by Gen'l Butler at the time of seizure. The naval forces of the United States held that port under blockade at the time.

22nd interrogate. To the twenty-second interrogatory deponent answers, that he knew of a proclamation of blockade by the President of the United States of the port of New Orleans. No written notice of the blockade had been given him or written on the vessel's papers.

23rd interrogate. To the twenty-third interrogatory deponent answers, that the register of the vessel had not been examined by any officer of the United States before the seizure and since he made the purchase of her.

24th interrogate. To the twenty-fourth interrogatory deponent answers, that she has not attempted to come out from the port of New Orleans since he owned her.

25th interrogate. To the twenty-fifth interrogatory deponent answers, that she has not been before seized to his knowledge.

26th interrogate. To the twenty-sixth interrogatory deponent answers, that he would lose if condemned the vessel and her cargo; he has not received any indemnity or satisfaction or promise of satisfaction, for the loss.

27th interrogate. To the twenty-seventh interrogatory deponent answers, that the said vessel and cargo were insured against fire for two months from about the 12th day of April, 1862, at New Orleans, at the rate of one per cent., the vessel to lay in Lake Pontchartrain.

The insurance was effected by himself in the Home Mutual Insurance Company.

28th interrogate. To the twenty-eighth interrogatory deponent answers, that the vessel had no port of destination. The cargo belonged to himself.

29th interrogate. To the twenty-ninth interrogatory de-
38 ponent answers, that two hundred and five bales of the cotton on board were produced in the State of Mississippi and purchased in that State; twenty bales were purchased in New Orleans, he cannot say what State they were grown in.

30th interrogate. To the thirtieth interrogatory deponent answers, that the cotton was taken on board from the levee at the new canal basin, New Orleans, in April, 1862.

31st interrogate. To the thirty-first interrogatory deponent answers, that there are no such papers except those which were on board and at New Orleans.

32nd interrogate. To the thirty-second interrogatory deponent answers, that all the papers which were on board at the time of seizure were taken by the boarding officer from the steamer Calhoun. He last saw them in possession of Lt. J. E. De Haven, commanding the Calhoun. He don't know where they are now.

33rd interrogate. To the thirty-third interrogatory deponent answers, that she got ashore coming out from Lake Pontchartrain and was lightered of seven bales of cotton which were on deck, and afterwards returned on board, where they are now.

34th interrogate. To the thirty-fourth interrogatory deponent answers, that he was staying on board, and a fisherman was on board to get his supper at the time of seizure, who did not belong to the vessel. Himself was owner of the vessel and her cargo. No one secreted on board. The mate resides in New Orleans, and has a family there. He only knows the residence of the master and mate of the vessel's company.

35th interrogate. To the thirty-fifth interrogatory deponent answers, that all of the papers found on board said vessel at the
39 time of seizure were true and fair. He knows of no circumstance or matter to affect their credit. The register was in the hands of Joseph Hoy, her former owner, when he purchased the vessel; he don't know anything further concerning it; he had a certificate as a British subject from the British consul at New Orleans; he has not written or signed any letters or papers concerning the vessel or her cargo other than those papers connected with the purchase of the vessel and cargo.

36th interrogate. To the thirty-sixth interrogatory deponent answers, that she was laying at her moorings in Lake Pontchartrain with both anchors down; she had lain there about three weeks.

37th interrogate. To the thirty-seventh interrogatory deponent answers, that he purchased the vessel from Joseph Hoy, in the month of April, 1862, as will appear by the bill of sale, for the sum of six thousand dollars in cash, which sum was paid by him, and was a fair

price for the vessel. He knows it to be a true and bona fide sale, and if restored would belong to him and to no one else.

38th interrogate. To the thirty-eighth interrogatory deponent answers, that there were no guns mounted on board; no arms or ammunition belonging to her; two revolvers, one rifle, private property, on board; she had not had any other articles of the kind inquired about on board since he purchased her.

39th interrogate. To the thirty-ninth interrogatory deponent answers, that he was sole owner of the vessel and her cargo; the cargo was put on board said vessel for the purpose of saving it from being destroyed; the vessel was to remain in Lake Pontchartrain till
40 the port of New Orleans was declared open, and it never was intended to run the blockade with the said vessel.

40th interrogate. To the fortieth interrogatory deponent answers, that she had no convoy nor any instruction or directions of the kind.

41st interrogate. To the forty-first interrogatory deponent answers, that she has not attempted to enter or come out from any blockaded port since he owned her.

42nd interrogate. To the forty-second interrogatory deponent answers, she never had any such papers to his knowledge.

43rd interrogate. To the forty-third interrogatory deponent answers, that she has never so acted to his knowledge.

1st additional interrogate. To the first additional interrogatory deponent answers, that she no port of destination fixed, and would not have had until the port of New Orleans was declared open.

2nd additional interrogate. To the second additional interrogatory deponent answers, that she now draws 5 feet 10 inches, or thereabouts, and is fully loaded with cotton.

3rd additional interrogate. To the third additional interrogatory deponent answers, that he has not heard or had any conversation with any one about the vessel's running or breaking the blockade, at any time, of any port previous to her capture.

D. G. COOKE.

41 *Deposition of James Hibbs, before George D. Allen, prize commissioner at Key West, Florida, June 11th, 1862, &c., &c.*

1st interrogate. To the first interrogatory deponent answers that he was born in England, he now lives in New Orleans; has lived there eight years; has been naturalized as a citizen of the United States, and owes his allegiance to the United States; is married; wife and family live in New Orleans.

2nd interrogate. To the second interrogatory deponent answers, that he was present at the time of seizure.

3rd interrogate. To the third interrogatory deponent answers, that she was taken on the night of the 14th of May, at the head of Lake Pontchartrain; she was taken to Ship island, thence to Key West; she had no commission or letters authorizing her to make prizes. The captors stated that she was a legal prize, because she had a cargo of cotton on board.

4th interrogate. To the fourth interrogatory deponent answers, that she had the British and United States flags on board. The owner is a British subject, and contemplated getting a British register for her and sailing her under the British flag. The American flag was her former flag.

5th interrogate. To the fifth interrogatory deponent answers, that no resistance was made to the seizure, no guns fired, no other vessels in sight at the time except one fish boat. The Venice is a mer-
42 chant vessel. The Calhoun is a United States armed gunboat.

6th interrogate. To the sixth interrogatory deponent answers, that he did not see any commission of the Calhoun, she made the capture alone. The Venice has not been condemned.

7th interrogate. To the seventh interrogatory deponent answers, that her name is the Venice, himself the master. Mr. Cooke, the owner, appointed him to the command the 12th of April last, at New Orleans, and delivered her to him. He has known the vessel about five years.

8th interrogate. To the eighth interrogatory deponent answers, that her tonnage is one hundred and fourteen $\frac{7}{95}$ tons; six, all told, belonged to the vessel at the time of seizure, all on board. He believes the crew are Germans and Swedes, all came on board at New Orleans on the 15th of April, and were hired by Mr. Cooke, the owner.

9th interrogate. To the ninth interrogatory the deponent answers, that he belonged to the company of the vessel, was master. He nor any of the officers or crew of the vessel owned any part or interest in the vessel or her cargo.

10th interrogate. To the tenth interrogatory deponent answers, that he has known the vessel about five years, first saw her at New Orleans in 1846 or 1847, she had no guns. Seven, all told, were on board at the time of seizure, the owner included; she was an American built vessel; her name is the Venice; she has always been called by that name.

11th interrogate. To the eleventh interrogatory deponent answers, that she was at anchor, not being on any voyage when
43 taken; she had cotton on board when she was seized, which was put on board in April, 1862; she has had no other cargo than the cotton now on board for more than a year.

12th interrogate. To the twelfth interrogatory deponent answers, that she had a register issued at the custom-house, New Orleans; she had been laying at the new basin, New Orleans, since April, 1861, till she took on board the cargo found on board at the time of seizure.

13th interrogate. To the thirteenth interrogatory deponent answers, that she had 225 bales of cotton on board at the time of seizure, which was put on board in April, 1862.

14th interrogate. To the fourteenth interrogatory deponent answers, that D. G. Cooke owned the vessel and her cargo. He knows that he was owner by the bill of sale for the vessel, and the bills for the cotton on board; he is a British subject by birth; he has resided in New Orleans the last two years; he don't know how long he has

resided there, nor where he previously resided; he is a British subject.

15th interrogate. To the fifteenth interrogatory deponent answers, that he has seen a bill of sale from Joseph Hoy to D. G. Cooke for the vessel; he cannot recollect the particulars about it.

16th interrogate. To the sixteenth interrogatory deponent answers, that the cargo was put on board at New Orleans, at the canal basin, in April; D. G. Cooke was the lader and owner of the cargo; it was not consigned to any one; he is a British subject; there was no place for delivery fixed upon. It was on account risk and benefit of D. G. Cooke, the owner, and consisted of 225 bales of cot-
44 ton; and if restored did, does, and will belong to him, and no one else.

17th interrogate. To the seventeenth interrogatory deponent answers, that there were no bills of lading signed for the cargo on board.

18th interrogate. To the eighteenth interrogatory deponent answers, that the bill of sale for the vessel, and bills of the cotton on board, were on board at the time of seizure; he last saw them in the hands of the commander of the Calhoun; he don't know what has become of them.

19th interrogate. To the nineteenth interrogatory deponent answers, that she was in lat. about 30° 5′ N., long. about 90° 10′ W., when seized on the night of the 14th of May, about 11 o'clock; she was in Lake Pontchartrain at anchor, a little above the Jefferson r. road landing; there was no charter-party made for a voyage.

20th interrogate. To the twentieth interrogatory deponent answers, that she had a bill of sale for the vessel, and bills of the cotton on board of her; no papers, letters, or writings were destroyed in any manner, or concealed on board after he took command of her.

21st interrogate. To the twenty-first interrogatory deponent answers, that the United States forces under Gen'l Butler were in New Orleans at the time of capture; the United States naval forces held the port under blockade at the time.

22nd interrogate. To the twenty-second interrogatory deponent answers, that he knew of a proclamation of blockade by the President of the United States of the port of New Orleans and other ports; no notice of the blockade had been given him or the owner, or
45 written on the vessel's papers.

23rd interrogate. To the twenty-third interrogatory deponent answers, that the register of the vessel had not been examined by any officer of the United States since he took command of her till after the seizure.

24th interrogate. To the twenty-fourth interrogatory deponent answers, that she has not attempted to go out of the port of New Orleans since April, 1861, till after she was seized. She had only gone as far as Pearl river to fill her water casks, about the 21st of April, 1862, and returned to her anchorage, where she was seized the same night of the 21st of April.

25th interrogate. To the twenty-fifth interrogatory deponent answers, she has not been before seized.

26th interrogate. To the twenty-sixth interrogatory deponent answers, that he would only loss his time; no indemnity or satisfaction or promise thereof has been received for the loss.

27th interrogate To the twenty-seventh interrogatory deponent answers, that he believes that the cargo was insured against fire for two months from the 15th of April.

28th interrogate. To the twenty-eighth interrogatory the deponent answers, that the cargo as it lay belonged to Mr. Cooke.

29th interrogate. To the twenty-ninth interrogatory deponent answers, that he don't know what State the cotton was grown in.

30th interrogate. To the thirtieth interrogatory deponent answers, that the cargo was taken on board at the canal basin between the 12th and 20th of April, 1862.

31st interrogate. To the thirty-first interrogatory depo-
46 nent answers, that are no such letters or papers other than those which were on board.

32d interrogate. To the thirty-second interrogatory deponent answers, that the officers of the Calhoun took the papers that were on board of the vessel at the time of capture; he don't know where they are now, but believes they are in custody of the court.

33d interrogate. To the thirty-third interrogatory deponent answers, that bulk was not broken.

34th interrogate. To the thirty-fourth interrogatory deponent answers, that there were no persons on board except the owner, (Mr. Cooke,) himself, and crew. The mate resided and has a family at New Orleans. The seamen have no fixed residence.

35th interrogate. To the thirty-fifth interrogatory deponent answers, that all the papers found on board were true and fair; he knows of no matter or circumstance to affect their credit. Joseph Hoy, the former owner, obtained it from the collector at New Orleans, in April, 1862; he, deponent, was present when the register was obtained. Oath was made to procure it by Mr. Hoy. It was a permanent register. He believes the fees were paid for it. It has not been renewed. The vessel was at New Orleans when the register was issued. Mr. Cooke had a consular certificate from the British consul at New Orleans that he was a British subject. He knows of no letters, papers, or writings relating to the vessel or cargo, other than those found on board at the time of capture. He has not written or signed any letters or papers relating to the vessel or cargo.

36th interrogate. To the thirty-sixth interrogatory deponent answers, that the vessel was at anchor when taken.

47 37th interrogate. To the thirty-seventh interrogatory deponent answers, that Robert Davis sold the vessel in April, 1862, at New Orleans, to Joseph Hoy, for the sum of fifty-seven hundred dollars, which sum was paid, and was a fair price for the vessel, and was a true and *bona fide* sale and transfer. Joseph Hoy sold the vessel the same month to D. G. Cooke, in New Orleans, for the sum of six thousand dollars, which was paid, and was a true and *bona fide*

sale and a transfer of the vessel. If restored, she would belong to D. G. Cooke, and no one else.

38th interrogate. To the thirty-eighth interrogatory deponent answers, that she had no guns mounted, no arms or ammunition belonging to her; two pistols and one rifle, private arms, were on board of her. She had no other articles of the kinds inquired about on board.

39th interrogate. To the thirty-ninth interrogatory deponent answers, that D. G. Cooke owns the vessel and cargo. The vessel was to lay at anchor in Lake Pontchartrain till the port of New Orleans was declared open.

40th interrogate. To the fortieth interrogatory deponent answers, that she had no convoy nor any instructions or directions of the kind.

41st interrogate. To the forty-first interrogatory deponent answers, that she has not attempted to enter or come out of any blockaded port.

42nd interrogate. To the forty-second interrogatory deponent answers, no.

43rd interrogate. To the forty-third interrogatory deponent answers, no.

1st additional interrogate. To the first additional interrogatory deponent answers, that she was not going to any port.

48 2nd additional interrogate. To the second additional interrogatory deponent answers, that she draws 7 f't fully laden with heavy freight. She drew 6 f't when taken, and was fully laden with cotton.

3rd additional interrogate. To the third additional interrogatory deponent answers, that he did not hear any one say anything about her running or breaking any blockade at any time.

Correct. JAMES HIBBS.

49 *Mr. D. G. Cooke bought of R. Murdock.*

[A] 6 bales cotton	533		
	548		
	523		
	568		
	548		
	493		
	——	3,213 lbs., 8¼c.	265 07
[W B] 10 bales cotton	538		
	568		
	517		
	581		
	501		
	513		
	——	3,218 lbs., 8¼c.	265 48
	535		
	562		
	519		
	517		
	——	2,133 lbs., 7½c.	159 97

[O H F] 4 bales cotton	454		
	447		
	453		
	1,354 lbs.,	$8\frac{1}{4}$c.....	111 70
	450		
	450 lbs.,	7c.....	31 40
			833 72

NEW ORLEANS, *April 8th*, 1862.

Received payment.

R. MURDOCK.

50 Sale of schooner Venice. No. —.

Joseph Hoy to D. G. Cooke.—16th April, 1862.

STATE OF LOUISIANA, *City of New Orleans:*

Be it known that this day, before me, Edward Barnett, a notary public in and for the city and parish of New Orleans, State of Louisiana aforesaid, duly commissioned and qualified, personally came and appeared Joseph Hoy, of this city, sole and only owner of the schooner called the Venice, of New Orleans, who declared that for the consideration of six thousand dollars, to him paid in ready money, the receipt whereof he hereby acknowledges, he does, by these presents, grant, bargain, sell, and convey, with all legal warranties—David George Cooke, also of this city, present, accepting and purchasing for himself and his heirs, and acknowledging possession thereof, the said schooner called the Venice, of New Orleans, together with her masts, sails, rigging, anchors, boats, and other appurtenances, which said vessel is registered at the port of New Orleans, in the words and figures following, to wit: Thirty-one, permanent, confederate States of America: register of vessel No. 31.

"In pursuance of existing laws and an act of the congress
51 of the confederate States of America, entitled 'An act for the registration of vessels owned in whole or in part by the citizens of the confederate States,' Joseph Hoy, of New Orleans, State of Louisiana, having taken or subscribed the oath required by law, and having sworn that he is the only owner of the ship or vessel called the Venice, of New Orleans, whereof James Hibbs is at present master, and is a citizen of the confederate States, as he hath sworn; and that the said ship or vessel was built at Stonington, State of Connecticut, in the year 1850, as per enrollment No. 214, issued at this port 25 August, 1861, now surrendered for confederate States register, properly changed, and said enrollment; having certified that the said ship or vessel has one deck and two masts, and that her length is eighty-four feet, her breadth twenty-four feet, her depth six feet six inches, and that she measures one

[SEAL] P. E WALDEN, *D'y Collector.*

[SEAL] ALEX. B. CLOTHERAL, *Register.*

hundred fourteen $\frac{27}{95}$ths tons; that she is a schooner, has a square stern, no galleries, and a billet-head; and the said Joseph Hoy having agreed to the description and admeasurement above specified, and sufficient security having been given according to the said act, the said schooner has been duly registered at the port of New Orleans.

Given under our hands and seals, at the port of New Or-
52 leans, this first day of April, in the year one thousand eight hundred and sixty-two.

To have and to hold the said schooner and appurtenances unto the said purchaser, his heirs, and assigns to their proper use and behoof forever; and the said vendor, for himself and his heirs, the said schooner, &c., &c., shall and will warrant and forever defend against the lawful claims of all persons whomsoever by these presents.

And here the said purchaser declared that he is a British subject, that the property of said schooner is solely vested in him with the intention of making her a British vessel; and that no subject or citizen of any foreign prince or State has, directly or indirectly, by way of trust, confidence, or otherwise, any interest in the said vessel, or in the issues or profits thereof.

In witness whereof, the said parties hereunto sign their names, in duplicate, in the presence of Robert H. Smith and C. G. Rebentisch, witnesses, who also sign their names as such, on this sixteenth day of April, in the year of our Lord one thousand eight hundred and sixty-two.

In faith whereof, I grant these presents, under my signature and seal of office, this 17 April, 1862.

JOSEPH HOY.
D. G. COOKE.

R. H. SMITH.
C. G. REBENTISCH.

{ SEAL. } EDWARD BARNETT,
{ NOT. PUB. } *Notary Public.*

53 H. B. M. CONSULATE,
New Orleans, April 17, 1862,

I, George Coppell, her Britannic Majesty's acting consul for the city of New Orleans and State of Louisiana, do hereby certify that Edw'd Barnett, esqr., before whom the accompanying bill of sale of the schooner "Venice" was executed, is a notary public in and for the parish of Orleans, duly commissioned, and that his signature and seal of office, hereunto attached, are genuine, and entitled to full faith and credit.

[SEAL.] GEORGE COPPELL,
Her Maj's Acting Consul.

D. G. Cooke, esqr, bo't of T. Berkson & Co.

205 bales cotton V N, weighing total, 98,889 lbs. *a* 8 c. pr lb. $7,911 12.
CRYSTAL SPRINGS, MISS'I, *April 7th*, 1862.

Rec'd payment,

T. BERKSON & CO.,
Pr HELLCOT.

54 *Thirty-one, permanent.—Confederate States of America—Register of Vessels.*

No. 31.—In pursuance of existing laws, and an act of the Congress of the confederate States of America, entitled "An act to provide for the registration of vessels owned in whole or in part by the citizens of the confederate States,"

Joseph Hoy, of New Orleans, State of Louisiana, having taken the oath required by law, and having sworn that he is the only owner of the ship or vessel called the Venice, of New Orleans, whereof James Hibbs is at present master, and is a citizen of the confederate States, as he hath sworn; and that the said ship or vessel was built at Stonington, State of Connecticut, in the year eighteen hundred and fifty, as per enrollment, No. 214, issued at this port 25th August, 1861. Now surrendered for confederate States register. Property changed.

ALEX. B. CLITHERALL, *Register.* [SEAL.]

And said enrollment having certified that the said ship or vessel has one deck and two masts, and that her length is eighty-four feet; her breadth twenty-four feet; her depth six feet six inches, and that she measures one hundred fourteen and $\frac{2}{95}$ths tons; that she is a schooner, has square stern, no galleries, and a billet head. And the said Joseph Hoy having agreed to the description and admeasurement above specified,

P. E. WALDEN, *D'y Coll.* [SEAL.]

55 and sufficient security having been given according to law, the said schooner has been duly registered at the port of New Orleans.

Given under our hands and seal at the port of New Orleans, the first day of April, one thousand eight hundred and sixty-two.

56

57 *United States of America.*

District court of the United States, southern district of Florida.

I, George D. Allen, clerk of the district court of the United States for the southern district of Florida, do hereby certify the preceding fifty-six pages contain a true and correct transcript of record of said court in the cause of the United States *vs.* the sch'r Venice and cargo, David G. Cooke, claimant, prize, lately adjudicated in said court, and appeal from the final decree thereof having been taken on behalf of the United States and captors to the Supreme Court of the United States.

In testimony whereof I hereunto affix the seal of the said district court at Key West, in said district, this twenty-first day of November, in the year of our Lord one thousand eight hundred and sixty-two, and of the independence of the United States the eighty-seventh. [SEAL.]

GEORGE D. ALLEN,
Clerk.